



**REQUEST FOR PROPOSALS (RFP)**  
**for**  
**HOUSING AUTHORITY MANAGEMENT &**  
**ACCOUNTING SOFTWARE - WITH DATA MIGRATION**

**RFP NO. 2024-008**

**The Housing Authority of the County of Riverside**  
**5555 Arlington Avenue**  
**Riverside, CA 92504**

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## **INTRODUCTION**

The Housing Authority of the County of Riverside ("HOUSING AUTHORITY") is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families within the County of Riverside. The HOUSING AUTHORITY is headed by an Executive Director (ED) and is governed by a five-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations ("CFR"), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.).

Currently, HOUSING AUTHORITY and its non-profit entity, the Riverside Community Housing Corp ("RCHC"), maintains an inventory of 469 former public housing units that were converted to Project Based Voucher units via HUD's Rental Assistance Demonstration Program, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HOUSING AUTHORITY also administers approximately 8,522 Tenant-Based Section 8 Vouchers, 1,295 Project-Based Section 8 Vouchers, , 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 473 Family Self Sufficiency (FSS) participants, and 80 units through the Moderate Rehabilitation Program. The HOUSING AUTHORITY currently has approximately 150 employees.

The HOUSING AUTHORITY's Board of Commissioners adopted a resolution authorizing the HOUSING AUTHORITY to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside and the former Redevelopment Agency of the City of Coachella. Therefore, the HOUSING AUTHORITY's portfolio includes fund assets for the Low- and Moderate-Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty-seven (57) parcels of land, with a total value of \$34.4 million and three (3) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

The Housing Authority of the County of Riverside is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing. The Riverside Community Housing Corp ("RCHC") is a California non-profit public benefit corporation that was formed in 1992 as an affiliate of the Housing Authority. RCHC's purpose is to create and preserve affordable housing for extremely low, very low, low- and moderate-income persons within the County of Riverside, and to augment services and housing programs sponsored by HOUSING AUTHORITY.

HOUSING AUTHORITY now requests proposals from qualified and experienced firms who have a demonstrated track record with public housing and accounting management software in accordance with all applicable rules, laws, and regulations of the State of California and HUD's rules and regulations.

HOUSING AUTHORITY is seeking a qualified vendor to provide an agency-wide software application system that will enable management to run all aspects of public and affordable housing management effectively and efficiently. The new system must clearly demonstrate the system's ability to conform to all requirements of project-based accounting, budgeting, and management in accordance with HUD requirements and Generally Accepted Accounting Principles (GAAP).

Details regarding the specifications, and submittal requirements are set forth in this RFP and any attachments or amendments, which can be accessed online at [www.harivco.org](http://www.harivco.org). Proposals made in response to this solicitation must conform to all the required specifications outlined, and any designated attachments or amendments in their entirety.

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**RFP INFORMATION AT A GLANCE**

**HOUSING AUTHORITY CONTACT PERSON:**

Cindy Hui  
Email: [CHui@rivco.org](mailto:CHui@rivco.org)  
Phone: (951) 343-5428  
Fax: (951) 688-6873

**HOW TO OBTAIN THE RFP:**

Online at: [www.harivco.org](http://www.harivco.org) -OR-

via e-mail from the person listed above.

**DEADLINES FOR SUBMITTING QUESTIONS  
AND REQUEST FOR INTERPRETATIONS:  
(RFIs), INCLUDING ANY MODIFICATIONS TO  
HOUSING AUTHORITY CONTRACT  
LANGUAGE OR SCOPE OF SERVICE:**

**Tuesday, October 2nd, 2024, at 5:00 PM. Responses  
will be provided with 2 business days of receipt.**

**HOW TO FULLY RESPOND TO THIS RFP BY  
SUBMITTING A PROPOSAL:**

Please submit 3 copies of your tabbed, bound, hard copy  
proposal to HOUSING AUTHORITY by the due date.

**PROPOSAL SUBMITTAL RETURN LOCATION  
AND DEADLINE:**

**Wednesday, October 23rd, 2024, at 3:00 PM.**

5555 Arlington Avenue  
Riverside, CA 92504

(Proposals shall be delivered to the Housing Authority of the  
County of Riverside, on the 1st Floor of its Administrative  
Building located at 5555 Arlington Avenue, Riverside, CA  
92504. Attn: Cindy Hui)

**NOTE: HOUSING AUTHORITY reserves the  
right to deviate from this timeline and/or  
modify the Scope of Service at any time!**

**Notices of any such decisions or modifications  
will be located at: [www.harivco.org](http://www.harivco.org)**

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**1.0 HOUSING AUTHORITY'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive or Terminate the RFP.** The HOUSING AUTHORITY reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, in its sole and absolute discretion, if deemed by the HOUSING AUTHORITY to be in its best interests.
- 1.2 Right Not to Award.** The HOUSING AUTHORITY reserves the right not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** The HOUSING AUTHORITY reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Firm(s).
- 1.4 Right to Determine Time and Location.** The HOUSING AUTHORITY reserves the right to determine the days, hours, and locations that the successful Firm shall provide services called for in this RFP.
- 1.5 Right to Determine Financial Responsibility and Viability.** The HOUSING AUTHORITY reserves the right to require of each Firm, information regarding financial responsibility and viability or such other information as the HOUSING AUTHORITY determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6 Right to Retain Written Proposals.** The HOUSING AUTHORITY reserves the right to retain all written proposals submitted to HOUSING AUTHORITY by all Firms in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. The HOUSING AUTHORITY may permit the withdrawal of proposals if requested in writing by the Firm and such request is approved in writing by the HOUSING AUTHORITY Contracting Officer (CO) in his sole and absolute discretion.
- 1.7 Right to Negotiate Fees.** The HOUSING AUTHORITY reserves the right to negotiate the fees proposed by the successful Firm.
- 1.8 Right to Reject Any Proposal.** The HOUSING AUTHORITY reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.9 No Obligation to Compensate.** The HOUSING AUTHORITY shall have no obligation to compensate any Firm for any costs incurred in responding to this RFP.
- 1.10 Right to Prohibit.** The HOUSING AUTHORITY shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Firm or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [www.harivco.org](http://www.harivco.org) Internet System ("System") and downloading this document, each Firm is thereby agreeing to abide by all terms and conditions listed within this document and within the System, and further agrees that they will inform the CO in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by the HOUSING AUTHORITY that they feel needs to be addressed. Failure to abide by this time frame shall relieve the HOUSING AUTHORITY, but not the Firm, of any responsibility pertaining to such issue.

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- 1.11 Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act, (California Government Code Section 6250 et seq.).

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**2.0 GENERAL INFORMATION:**

The Housing Authority of the County of Riverside (HOUSING AUTHORITY) is seeking proposals from qualified and experienced firms who have a demonstrated track record providing state-of-the-art public housing authority management and accounting software, as well as data migration from our current system.

HOUSING AUTHORITY is currently seeking a qualified vendor to provide an agency-wide software application system that will enable its staff to run all aspects of public and affordable housing management effectively and efficiently. The new system must clearly demonstrate the system's ability to conform to all requirements of project-based accounting, budgeting, and management, in accordance with HUD requirements and Generally Accepted Accounting Principles (GAAP).

- 2.1 Submittal Deadline:** HOUSING AUTHORITY must receive proposals by **3:00 PM** on the deadline date listed unless otherwise amended. Proposals may be submitted by mail or hand delivered to: **Housing Authority of the County of Riverside, 5555 Arlington Avenue, Riverside, CA 92504**. HOUSING AUTHORITY will date and time stamp all proposals upon receipt. Proposals submitted after the deadline will not be accepted. Delays in mail service or other methods of delivery will not excuse a late proposal delivery.
- 2.2 Current Software System:** HOUSING AUTHORITY's current software system is: Tenmast Public Housing Authority Software, Winten 2+, integrated Document Imaging (TenDocs), Vanguard Document Imaging System IMS21. All will need to be converted to the new Software System.
- 2.3 Exclusivity:** HOUSING AUTHORITY will choose one (1) successful proposer to provide these services.
- 2.4 HOUSING AUTHORITY Responsibility:** HOUSING AUTHORITY shall make all reasonable efforts to cooperate with the successful proposer. HOUSING AUTHORITY will provide the successful proposer access to non-privileged and/or non-confidential data necessary for the successful proposer to carry out their responsibilities under this RFP and resulting contract. To the extent the Executive Director or designee determines is necessary, will be responsible for providing or causing to be provided, information and completing or causing to be completed, tasks requested by the successful proposer necessary to install and implement the software system.
- 2.5 Federal Funding Clause:** This software system and data migration service will be funded in part with Section 8 administration funds (24 CFR Part 570) and other Federal funds, subject to certain Federal requirements including the *Uniform Administrative Requirements, [Cost Principles and Audit Requirements for Federal Awards \(2 CFR Part 200\)](#)*. Information pertaining to the Federal requirements is available upon request.

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**3.0 SCOPE OF SERVICE:**

**Current Software Provider**

HOUSING AUTHORITY is currently using Tenmast Public Housing Authority, Winten 2+ software.

**1. General Functions:** Ideally, the selected software will manage the following functions:

**A. Financial Applications:**

- General Ledger
- Budgeting
- Financial Reporting
- Accounts Payable
- Accounts Receivable
- Tenant Accounting
- FSS Escrow Management
- Utilities Billing System (Consumption)
- Purchasing and Requisitioning
- Fixed Assets
- Inventory
- Capital Fund Management
- Grant Management
- VMS Reporting
- HUD's Two-Year Tool
- Financial Statements – Monthly/Annually
- Cash Management

**B. Housing Applications:**

- Applicant Waiting List
- Building/Unit Management
- Low Income Public Housing Tenant Management
- Section 8 Housing Choice Voucher Tenant Management
- Low Income Housing Tax Credit Tenant Management
- Project Based Voucher Tenant Management
- RAD Tenant Management
- FSS Program Management
- Homeownership Program Management
- Emergency Housing Voucher Tenant Management
- VASH Tenant Management
- Mainstream Tenant Management
- Mod-Rehab Tenant Management
- Work Order System
- PIC and TRACS (HIP) Submission/Reporting (50058/50059 forms)
- Rent Calculation
- UPCS Inspections (INSPIRE)
- HQS Inspections
- Rent Reasonableness

**C. Other Desired Features:**

- API or Commercial API integration to export data from provider into the agency.
- Application – Ability to integrate with outside vendors.
- Integration with online banking applications, and ability to facilitate direct deposit.



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- Integrated Document Management solution.
- Integrated Document Imaging system.
- Online waiting list application process or system.
- Tenant Transfer List management capacity.
- Online landlord access to account information, inspections, and ability to update information, list available units, and other actions.
- Online tenant access to information and ability to complete certifications and other actions (electronic signature capacity).
- Online applicant access to information and ability to update information and other actions.
- Realtime Mobile (Android, iOS, Web) UPCS/HQS Inspections.
- Realtime Mobile (Android, iOS, Web) Maintenance Work Order Management.
- Realtime Mobile (Android, iOS, Web) Access to core property management features such as household lookup (tenant occupancy, rental, and note history), tenant certification, etc.
- Vendor Contract Management – Flags for Expiration and Renewal and tracking by dollar amount.

**2. Data Conversion and Migration:**

Project management to include data conversion from existing system, installation, successful implementation, and testing of the software and hardware in the Housing Authority network infrastructure. Data Conversion to include conversion of all historical data. Housing Authority's current software system includes: Tenmast Public Housing Authority Software, Winten 2+, integrated Document Imaging (TenDocs), Vanguard Document Imaging System IMS21. All will need to be converted to the new Software System.

**3. Training:**

Training of HOUSING AUTHORITY staff to include End-User, Intermediate-User, and technical level training sufficient for HOUSING AUTHORITY to operate independently. HOUSING AUTHORITY currently has 150-175 end users. Vendor must permit the audio and video recording of onsite trainings or provide access to a vendor-maintained library with comparable training materials.

**4. Technical Support:**

Ongoing technical support and software updates to maintain compliance with Federal directives, and to provide for bug fixes and product enhancements.

**a.** Each proposal must include a full description of the software. Vendor's standard maintenance and support agreements including annual costs to HOUSING AUTHORITY for these services. These maintenance agreements must provide for periodic updates to the software for product enhancements, bug fixes, tax, and regulatory compliance, etc. Each proposal must fully document the vendor's upgrade policy including any costs for upgrades outside the standard maintenance contract.

**b.** When describing telephone, web-based, and onsite support, proposals must specify all conditions, (availability times and escalation processes) for its use by both end-user and technical staff.

**c.** For pricing purposes, vendors should assume a total of 150 end users, but include costs per user for amounts over 150.

**5. Vendor Experience:**

The vendor must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products. The vendor shall have the staff, technical, and financial resources to reliably install and support the proposed system. The vendor will thoroughly document its experience in the - Housing Choice Voucher Tenant Based and Project Based Programs,

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Moderate Rehabilitation Program, Shelter Plus Care and Housing Options for People With AIDs Tenant Based Rental Assistance Program, Family Self Sufficiency Program the qualifications of staff who will be assigned to this project, and its financial resources to meet the reporting requirements of the Department of Housing and Urban Development.

**6. System Installation and Support:**

The vendor shall be responsible for installation and testing of the system to the point of independent operation by HOUSING AUTHORITY personnel. In addition, the vendor, as part of the proposal, shall provide support services necessary to ensure successful operation of the system including, but not limited to, the following:

- a. Acceptance testing after installation.
- b. Maintenance support for bug fixes, enhancement, and tax and regulatory compliance updates.
- c. End-User, Intermediate-User, and technical staff training.

The vendor must also have the demonstrated ability to support the system after installation is completed and accepted by HOUSING AUTHORITY. The support must take the form of on-going programming and management support to accommodate regulatory changes and for immediate resolution of user problems. Furthermore, the on-going programming support must leverage a variety of communication methods including but not limited to onsite visits, remote screen sharing, and audio/video conferencing either through internet or traditional telephony devices.

The vendor shall indicate in their proposal if they install software updates remotely or if HOUSING AUTHORITY staff will be responsible for this task. If HOUSING AUTHORITY staff, then what is the estimated time to run these updates?

**7. Hardware and Communications Environment:**

**a. Technology Infrastructure:**

- 150 Windows 10 Pro (Wired) will be migrating to Windows 11 Pro by year end.
- 15 Samsung Galaxy Android tablets
- 18 departmental printers and 40 desktop printers
- Current Application/Software System is Vendor Hosted as a service SaaS (cloud). There will not be a server or on-premises database.
- Office 365 including the latest version of Office Apps, Exchange, SharePoint, and OneDrive and Teams services.
- User files are stored on the file server and SharePoint and are backed up to local Data Domains.

**b. Network Infrastructure:**

- Cisco Firewall provide intrusion prevention, gateway, and site-to-site WAN connectivity via IPSEC VPN

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- HOUSING AUTHORITY has Verizon & AT&T Internet Network - connecting 4 sites to LAN
- Remote offices have a mixture of 1 Gbps and 300 Mbps Internet speeds some on fiber Internet speeds, some on fiber internet.
- HOUSING AUTHORITY remote offices are connected via - Verizon & AT&T Internet (4 locations) -.

If the proposed software modules need to run locally on the Housing Authority's network, vendors responding to this RFP must include specifications for a computer hardware platform for their application software. The specifications should include minimum recommended and optimal specifications for the application software to operate within the Housing Authority's infrastructure. In addition, the successful proposer will be required to coordinate any hardware upgrades with the Housing Authority (or their designated IT provider), if desired by Housing Authority. If the vendor will host the proposed software from a cloud environment, the proposal must include information related to the underlying cloud infrastructure, security, redundancy, and data backup. HOUSING AUTHORITY prefers a web-based software solution.

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**4.0 PROPOSAL FORMAT:**

- 4.1 Tabbed Proposal Submittal:** HOUSING AUTHORITY intends to evaluate the proposals pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HOUSING AUTHORITY will, as detailed within Section 5.0 below, consider factors other than just cost in making the award decision) to select the successful Firm. Therefore, so that the HOUSING AUTHORITY can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. Each category must be separated by numbered index dividers or tabs (extending so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference. None of the proposed services may conflict with any requirement HOUSING AUTHORITY has published or has issued by addendum.

Each proposal should include sections addressing the following information in the order shown. The Firm should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Firm to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Firm believes would be helpful, should be attached to the end of the proposal under TAB 11. The party submitting the materials should keep in mind the limitations on confidential information described in Section 1.11.

**TAB 1 – Executive Summary:**

The Executive Summary must include a clear statement of the respondent's understanding of this RFP and the objectives of HOUSING AUTHORITY. At a minimum, include an outline of the proposer's firm, identification of the proposer or proposer's team and any sub-contractors that would be a part of the team, a description of the responsibilities of the project team, and a summary of the services to be provided on company.

**TAB 2 – Experience, Qualifications, and Personnel Listing:**

The proposer must provide detailed information and documentation under this section describing their relevant experience, qualifications, and personnel to perform the work. Included in this section are:

- The number of years the firm has been in practice;
- The proposer's qualifications, relevant experience, and ability of staff to successfully perform the required services;
- The names, qualifications, education, skills, and specific experience of staff who will provide the services;

**TAB 3 – Scope of Services:**

Describe in detail how the firm will deliver the scope of services. Include a detailed description of tasks, deliverables, and timeframes of the Application Software and/or Modules as follows:

Describe the specific products and services to be provided, including warranty information covering all software being proposed. Describe detailed features, abilities, and functions of each software module. Describe what forms and reports are included with the software. Detail any mobile applications of your software including what features are/are not accessible. Detail any document management solution included with the software.

Attach the completed Attachment A - Technical Questionnaire under this tab.

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**TAB 4 – Implementation Plan:**

Provide a detailed overview regarding the implementation of the proposed software system. Include information on system setup, training, data conversion, and installation schedule.

**TAB 5 – Technical Support:**

Provide a detailed overview of your ongoing support. Include relevant information regarding upgrades and releases.

**TAB 6 – Costs and Fees Proposal:**

1. Provide itemized fees and a detailed explanation for all costs:
  - a. **Software Cost:** Software costs include but are not limited to the cost for each software module or capability to include with annual maintenance fees.
  - b. **License Fees:** License fees include license fees for system software, license fees for system operating system, database, development tools, third party license fees, software license fee (by module or function), and terminal emulation license fees.
  - c. **Training Costs:** Proposers should base training costs on providing end-user training to all Housing Authority departmental members and ongoing training for new employees as they are hired.
  - d. **Data Migration:** Pricing should include the cost of data conversion from our existing Tenmast system, installation, successful implementation and testing of the software and hardware in the Housing Authority network infrastructure. Indicate if there are separate costs for conversion of all historical data.
  - e. **Other Costs:** Include costs for services provided in the responses that are not detailed above such as project management, travel costs, consulting fees, etc. Provide a list of per diem rates for ancillary services such as analysts, project managers, and implementation specialists.

**TAB 7 - References:**

List at least three (3) business references for which the proposer has recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**TAB 8 – Required HUD and HOUSING AUTHORITY Forms:**

The Firm must submit under this tab:

- a. A copy of its Equal Opportunity Employment Policy
- b. Completed and Executed HUD Form 50071
- c. Completed Company Profile Form

**TAB 9 - MWBE, Veteran Information, and SDVO (if any):**

RCHC has implemented a preference policy for Minority and Women-Owned Business Enterprises (MWBE), veteran owned businesses, veteran qualified businesses and Service-Disabled Veteran Owned (SDVO) businesses. Place any certification/affidavit of such qualification under this tab.

**TAB 10 - (Optional Item) Other Information:**

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The Firm may include hereunder any other general information that it believes is appropriate to assist the HOUSING AUTHORITY in its evaluation. Section 3 statements may also be placed here.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

Unless the Firm is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Firm to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

**4.2 Proposal Submittal Binding Method:** It is preferable and recommended that the Firm bind the proposal submittals in such a manner that the HOUSING AUTHORITY can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

**4.3 Proposal Submission:** All proposals must be submitted and time-stamped received in the designated HOUSING AUTHORITY office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) original signature copy (marked "ORIGINAL") and two (2) exact copies (each of the three proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**The Housing Authority of the County of Riverside**  
**Attention : Cindy Hui, Deputy Director**  
**5555 Arlington Avenue, Riverside, CA 92504**

The package exterior must clearly denote the following: "**RFP No. 2024-008 HA Management and Accounting Software**" and "**Sealed Proposal**" and must have the Firm's name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

**4.4 Submission Conditions:** **DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED.** Firms are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HOUSING AUTHORITY by the Firm, such may invalidate that proposal. If, after accepting such a proposal, the HOUSING AUTHORITY decides that any such entry has not changed the intent of the proposal that the HOUSING AUTHORITY intended to receive, the HOUSING AUTHORITY may accept the proposal and the proposal shall be considered by the HOUSING AUTHORITY as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective Firm that does so is thereby agreeing to confirm all notices that the HOUSING AUTHORITY delivers to them as instructed, and by submitting a proposal, the Firm is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**4.5 Submission Responsibilities:** It shall be the responsibility of each Firm to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable

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documents issued by the HOUSING AUTHORITY, including but not limited to this RFP document, the documents listed within the following sections, and any addenda and required attachments submitted by the Firm. By virtue of completing, signing and submitting the completed documents, the Firm is stating their agreement to comply with all conditions and requirements set forth within those documents.

- 4.6 Proprietary Information:** To the extent not prohibited by applicable law, if a Firm does not desire certain proprietary information in their proposal disclosed, the Firm is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Firm fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Any proposals received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)
- 4.7 Firm's Responsibilities--Contact with the HOUSING AUTHORITY:** It is the responsibility of the Firm to address **all communication and correspondence pertaining to this RFP process to the CO only!** Firms must not make inquiry or communicate with any other HOUSING AUTHORITY staff member or official (including members of the Board of Commissioners) pertaining to this RFP. **Failure to abide by this requirement may be cause for the HOUSING AUTHORITY to not consider a proposal submittal received from any Firm who may has not abided by this directive!**
- 4.8 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective Firms (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, "substantive" meaning, when decisions pertaining to the RFP are made, between the HOUSING AUTHORITY and a prospective Firm when other prospective Firms are not present) conversations that may give one prospective Firm an advantage over other prospective Firms. This does not mean that prospective Firms may not call the CO, it simply means that, other than making replies to direct the prospective Firm where their answer has already been issued within the solicitation documents, the CO may not respond to the prospective Firm's inquiries but will direct them to submit such inquiry in writing so that the CO may more fairly respond to all prospective Firms in writing by addendum.
- 4.9 Recap of Attachments:** It is the responsibility of each Firm to verify that they have downloaded the following attachments pertaining to this RFP, which are incorporated herein by this reference:

<b>A</b>	Technical Questionnaire
<b>B</b>	Profile of Proposer's Firm
<b>C</b>	Non-Collusive Affidavit
<b>D</b>	HUD Form 50071
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**5.0 PROPOSAL EVALUATION:**

**5.1 Evaluation Factors:** The following factors will be utilized by the HOUSING AUTHORITY to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Firm submits within their proposal:

**A. Software Product Strength and Vendor Expertise:**

Maximum Points: 25

The software meets the functional requirements listed in the RFP without requiring modification or future development and/or the vendor has the strength and experience to design and build the software.

**B. Cost:**

Maximum Points: 20

Cost includes cost of software, installation, implementation, project management, and training. ROI evaluation will be calculated for hosted and on premises options.

**C. Support Service and Service Level Agreement:**

Maximum Points: 20

Support services including ongoing maintenance, new releases, support of HUD mandated changes and service level agreement related to issue resolution and overall responsiveness. Other factors include change management and documentation.

**D. Implementation Methodology and Conversion Services:**

Maximum Points: 20

Ability to deliver and install software within an acceptable timeframe. Only vendors with no less than 3 successful data conversions can score full points for this section.

**E. Training Services:**

Maximum Points: 15

Training services include training approach, education options, and training with the system or a test system.

**F. Preference Points:**

Total Points: 10

Any Firm that qualifies as either a Minority and Women-Owned Business Enterprises (MWBE), veteran owned businesses, veteran qualified businesses and Service-Disabled Veteran Owned (SDVO) businesses will receive the total amount of points.

**5.2 Evaluation Methods and Process:**

**A. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HOUSING AUTHORITY reserves the right to reject any proposals deemed by the HOUSING AUTHORITY not minimally responsive (the HOUSING AUTHORITY will notify such firms in writing of any such rejection).

**B. Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Firm and a copy of all pertinent RFP documents.



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- C. Evaluation Committee:** The HOUSING AUTHORITY anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No Firm shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Firm does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated CO is the only person at the HOUSING AUTHORITY that the Firms shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Firm(s) to be eliminated from consideration for award.
- D. Evaluation:** The CO will evaluate and award points pertaining to the best overall value. The appointed evaluation committee, independent of the CO or any other person at the HOUSING AUTHORITY, shall evaluate the responsive proposals submitted and award points pertaining to the listed Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- E. Potential “Competitive Range” or “Best and Finals” Negotiations:** The HOUSING AUTHORITY reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HOUSING AUTHORITY in a timely manner as possible, but in any case, within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- F. Determination of Top-ranked Firm:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is customarily forwarded by the CO to the Executive Director (ED) or designee for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval, in the BOC’s sole and absolute discretion, if necessary. Contract negotiations may, at the HOUSING AUTHORITY’s option, be conducted prior to or after the BOC approval.
- G. Minimum Evaluation Results:** To be considered to receive an award a Firm must receive a calculated average of at least 70% of the Subjective Total Score.
- H. Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”
- I. Notice of Results of Evaluation:** If an award is completed, all Firms will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all Firms of the following: (1) Which Firm received the award, (2) Where each Firm placed in the process as a result of the evaluation of the proposals received, (3) The cost or financial offers received from each Firm, (4) Each Firm’s right to a debriefing and to protest.

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**J. Proposal Protest:** Any prospective or actual Firm, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the HOUSING AUTHORITY pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposed buyer (i.e. registered, downloaded and received the RFP documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HOUSING AUTHORITY the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HOUSING AUTHORITY or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HOUSING AUTHORITY from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. HOUSING AUTHORITY has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the Firm receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF RFP NO. 2024-008**  
**The Housing Authority of the County of Riverside**  
**Attn: Megan Gomez, Deputy Director**  
**5555 Arlington Avenue Riverside, CA 92504**

**K. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Firm entity will be excluded from participation on HOUSING AUTHORITY evaluation committee. Similarly, all persons having ownership interest in and/or contract with a Firm entity will be excluded from participation on the HOUSING AUTHORITY evaluation committee.

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**6.0 CONTRACT AWARD:**

- 6.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP and depending on the amount of the award, HOUSING AUTHORITY will forward the contract to the County Board of Commissioners (BOC) for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Firm.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the County BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

- 6.2 Assignment of Personnel:** The HOUSING AUTHORITY shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if the HOUSING AUTHORITY believes that such change is in the best interest of the HOUSING AUTHORITY and the completion of the contracted work.
- 6.3 Unauthorized Sub-Contracting Prohibited:** The successful Firm shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with HOUSING AUTHORITY or may result in the full or partial forfeiture of funds paid to the successful Firm as a result of the proposed contract as determined by the CO in his sole and absolute discretion.
- 6.4 Contract Period:** The HOUSING AUTHORITY anticipates that it will initially award a contract for a period of five (5) years.
- 6.7 Licensing and Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the *successful Firm* will be required to provide the following during the term of the contract:
- 6.8 Insurance:** Without limiting or diminishing the Firm's obligation to indemnify or hold HOUSING AUTHORITY harmless, Firm shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the contract. As respects to this insurance section only, the HOUSING AUTHORITY herein refers to the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 6.9 Workers' Compensation:** If the Firm has employees as defined by the State of California, the Firm shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the HOUSING AUTHORITY.

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- 6.10 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Firm's performance of its obligations hereunder. Policy shall name the HOUSING AUTHORITY, its Agencies, Districts, Special Districts, Consultants, and Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the contract or be no less than two (2) times the occurrence limit.
- 6.11 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under the contract, then Firm shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the contract or be no less than two (2) times the occurrence limit. Policy shall name the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- 6.12 Professional Liability:** The successful Firm shall maintain Professional Liability Insurance providing coverage for the successful Firm's performance of work included within the contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Firm's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the contract and Firm shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of the contract; or 3) demonstrate through Certificates of Insurance that the Firm has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**Cyber Liability:** Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Firm in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**6.13 General Insurance Provisions - All lines:**

- a.** Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular

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insurer such waiver is only valid for that specific insurer and only for one policy term.

- b. The successful Firm must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the contract. Upon notification of self-insured retention unacceptable to the HOUSING AUTHORITY, and at the election of the County's Risk Manager, Firm's carriers shall either; 1) reduce or eliminate such self-insured retention as respects the contract with the HOUSING AUTHORITY, or 2) procure a bond, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Successful Firm shall cause Firm's insurance carrier(s) to furnish the HOUSING AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the HOUSING AUTHORITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, the Contract shall terminate forthwith, unless the HOUSING AUTHORITY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***Firm shall not commence operations until the HOUSING AUTHORITY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***
- d. It is understood and agreed to by the parties hereto that the Firm's insurance shall be construed as primary insurance, and the HOUSING AUTHORITY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. If, during the term of the contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of the contract, including any extensions thereof, exceeds five (5) years; the HOUSING AUTHORITY reserves the right to adjust the types of insurance and the monetary limits of liability required under the contract, if in the County Risk Manager's

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reasonable judgment, the amount or type of insurance carried by the Firm has become inadequate.

- f. Firm shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- g. The insurance requirements contained in the contract may be met with a program(s) of self-insurance acceptable to the HOUSING AUTHORITY.
- h. The Firm agrees to notify HOUSING AUTHORITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract.

- 6.14 State Business License.** A copy of the Firm's license issued by the State of California licensing authority allowing the Firm to provide the services detailed herein, if such a license is required.
- 6.15 Registration as a California Business Entity.** Registration with the California Secretary of State as a California Business Entity is mandatory to do business with the HOUSING AUTHORITY. Firms outside of California should visit the California Secretary of State website at <http://www.sos.ca.gov/> for additional registration information.
- 6.16 Right to Negotiate Final Fees:** The HOUSING AUTHORITY shall retain the right to negotiate the amount of fees that are paid to the successful Firm, meaning the fees proposed by the top-rated Firm may, at the HOUSING AUTHORITY's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after the HOUSING AUTHORITY has chosen a top-rated Firm. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the HOUSING AUTHORITY shall retain the right to end such negotiations and begin negotiations with the next-rated Firm. The HOUSING AUTHORITY shall also retain the right to negotiate with and make an award to more than one Firm, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next rated following until a successful negotiation is reached).
- 6.17 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 6.18 Attachments:** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.



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**ATTACHMENT A**

**TECHNICAL QUESTIONNAIRE**

(This Form must be fully completed and placed under Tab No. XX of the “hard copy” tabbed proposal submittal.)

For all of the following questions, please indicate if the requested features are: (i) **Included**; (ii) **Available** (but at an additional cost); or (iii) **N/A**, not available and/or not supported along with any explanation necessary.

**A. INSTALLATION, SOFTWARE MAINTENANCE, AND TECHNICAL SUPPORT**

1. Will Installation follow industry standard with milestones and acceptance testing?  
Yes / No      Explain: \_\_\_\_\_
2. Will there be continuing technical support for issues with the system?  
Yes / No      Explain: \_\_\_\_\_
3. Will ongoing technical support be available 24/7 to address system issues?  
Yes / No      Explain: \_\_\_\_\_
4. Will technical support for the development and customization of proposed solutions, including tailoring features to meet specific user needs and implementing requested enhancements be included at no cost?  
Yes / No      Explain: \_\_\_\_\_
5. Will a dedicated technical support team be available to address any issues encountered during the Go-Live phase, ensuring a smooth transition and immediate resolution of any problems?  
Yes / No      Explain: \_\_\_\_\_
6. Will you provide on-site technical support for two weeks post Go-Live to address any emerging issues and provide training and guidance to ensure system stability?  
Yes / No      Explain: \_\_\_\_\_
7. After this period, will there be a seamless transition to vendor-provided support for ongoing maintenance and troubleshooting?  
Yes / No      Explain: \_\_\_\_\_
8. Are software patches, upgrades and installation support included in the annual maintenance?  
Yes / No      Explain: \_\_\_\_\_

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9. Will mandatory changes to processes and calculations, as required by HUD and other Federal entities, or other local government agencies be provided in a timely manner and at no cost?

Yes / No Explain: \_\_\_\_\_

**B. DATA MIGRATION [HOUSING AUTHORITY currently uses Tenmast]**

This project will include data conversion and migration from HOUSING AUTHORITY existing system(s). Housing Authority currently uses Tenmast.

1. Will Data Migration include data mapping and conversion of all historical data?

Yes / No Explain: \_\_\_\_\_

2. Are attachments included? If so, what are size constraints?

Yes / No Explain: \_\_\_\_\_

3. Are there any data retention concerns?

Yes / No Explain: \_\_\_\_\_

4. Will this be Database-type and Cloud, or done on the premises?

Explain: \_\_\_\_\_

5. Will there be comprehensive technical support for data migration, including planning, execution, and troubleshooting, to ensure a seamless transition with no data loss or corruption?

Yes / No Explain: \_\_\_\_\_

**C. TRAINING [HOUSING AUTHORITY currently has 150 end users]**

1. Will training of HOUSING AUTHORITY staff include End-User, Intermediate-User, and technical level training sufficient for HOUSING AUTHORITY to operate independently?

Yes / No Explain: \_\_\_\_\_

2. Will you permit the audio and video recording of onsite training and/or provide ongoing access to a vendor-maintained library with comparable training materials?

Yes / No Explain: \_\_\_\_\_

**Will training cover:**

3. User Interface and Basic Functions?

Yes / No Explain: \_\_\_\_\_



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4. Ability to integrate with Microsoft Office 365?

Yes / No Explain: \_\_\_\_\_

5. The use of all Search functions?

Yes / No Explain: \_\_\_\_\_

**D. FEATURES**

1. Will the 'Search' feature include advanced filtering options, natural language processing, and quick access to frequently searched terms?

Yes / No Explain: \_\_\_\_\_

2. Is there a User-friendly Tenant/Owner portal with a responsive design, clear navigation menus, and easy-to-use forms?

Yes / No Explain: \_\_\_\_\_

3. Is the System processing speed fast enough to ensure loading times are under 2 seconds for 95% of user interactions?

Yes / No Explain: \_\_\_\_\_

4. Is there an ability to easily transfer new owner changes through a streamlined process that minimizes errors and updates all related records automatically?

Yes / No Explain: \_\_\_\_\_

5. Is there an option to include a Portal or other online system to replace paper applications?

Yes / No Explain: \_\_\_\_\_

6. Is there an ability for applicants to update their contact information, download forms, review their waiting list position, update income and assets online?

Yes / No Explain: \_\_\_\_\_

7. Is there an ability to sign intake and recertification documents online?

Yes / No Explain: \_\_\_\_\_

8. Is there an ability to generate online certifications?

Yes / No Explain: \_\_\_\_\_

9. Is there an ability to create an online landlord/owner portal so they can quickly access their profile information, caseworker, and ledgers?

Yes / No Explain: \_\_\_\_\_

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10. Will staff be able to review scheduled and completed inspections?

Yes / No Explain: \_\_\_\_\_

11. Is there an ability to include the details of when a money recoupment from one tenant is taken from another tenant's HAP portion?

Yes / No Explain: \_\_\_\_\_

**E. SOFTWARE CAPABILITIES**

1. Is there comprehensive reporting for all modules and included functions?

Yes / No Explain: \_\_\_\_\_

2. Will HOUSING AUTHORITY staff easily be able to create in-house custom reports?

Yes / No Explain: \_\_\_\_\_

3. Ability to access the database through API?

Yes / No Explain: \_\_\_\_\_

4. Access to view SQL stored procedures and create new ones?

Yes / No Explain: \_\_\_\_\_

5. Able to integrate with dashboards?

Yes / No Explain: \_\_\_\_\_

6. Are there HUD specific, formatted reports?

Yes / No Explain: \_\_\_\_\_

7. Ability to extract/export data from any module?

Yes / No Explain: \_\_\_\_\_

8. Ability to incorporate Business Intelligence (BI) into reports?

Yes / No Explain: \_\_\_\_\_

9. Ability to integrate with mobile technologies?

Yes / No Explain: \_\_\_\_\_

10. Ability to integrate with Laserfiche Document Management System or similar systems?

Yes / No Explain: \_\_\_\_\_

11. Ability to integrate with DocuSign and other signatory services?

Yes / No Explain: \_\_\_\_\_

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12. Ability to generate the following: leasing percentage reports / voucher count reports / success rate tracking / EOP reports?

Yes / No Explain: \_\_\_\_\_

13. Ability to easily create needed reports (i.e. demographics, program specific inquiries, etc.) without having to reference another previously created report?

Yes / No Explain: \_\_\_\_\_

14. Ability to import PIC and TRACS Submission/Reporting (50058/50059 forms)?

Yes / No Explain: \_\_\_\_\_

15. Ability to work while HAP Run and/or Initialization is being processed?

Yes / No Explain: \_\_\_\_\_

16. Can the software incorporate Waitlists, Eligibility, and/or Combined Waitlists with other entities?

Yes / No Explain: \_\_\_\_\_

17. Will the software support a dynamic Applicant Waiting List?

Yes / No Explain: \_\_\_\_\_

18. Do software features include an easier tool for other programs to use HSP, HHAP, Outreach clients, or similar?

Yes / No Explain: \_\_\_\_\_

**F. CASE MANAGEMENT**

1. Is there a Supportive Services Case Management Program or Module?

Yes / No Explain: \_\_\_\_\_

2. Is case management tied to households, units, and subsidies in other programs?

Yes / No Explain: \_\_\_\_\_

3. Ability to add case notes with attachments to Laserfiche Document Management or other imaging system?

Yes / No Explain: \_\_\_\_\_

4. Ability to add Social Determinants of Health (SDoH) outcome tracking?

Yes / No Explain: \_\_\_\_\_

5. Ability to create certification for each property development when a release is done?

Yes / No Explain: \_\_\_\_\_

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6. Ability to return applicants to the waiting list in a large quantity?  
Yes / No Explain: \_\_\_\_\_
7. Ability to integrate with a Joint Section 8 waiting list using AffordableHousing.com (formerly GoSection8.com)?  
Yes / No Explain: \_\_\_\_\_
8. Able to conduct/export SEMAP reports matching names releases?  
Yes / No Explain: \_\_\_\_\_
9. Will the system download large releases with minimal loading/waiting periods?  
Yes / No Explain: \_\_\_\_\_
10. Ability to add Special Programs components into the system?  
Yes / No Explain: \_\_\_\_\_
11. Ability to add participants like VASH for each program?  
Yes / No Explain: \_\_\_\_\_
12. Rent Reasonableness plug-in?  
Yes / No Explain: \_\_\_\_\_
13. Ability for the system to confirm new applicants have a complete application on file?  
Yes / No Explain: \_\_\_\_\_

**G. BUILDING / UNIT MANAGEMENT**

1. Does the system meet and support all HUD regulations?  
Yes / No Explain: \_\_\_\_\_
2. Can the system perform standard Rent Calculations and MTW Cohort 2 Stepped Rent Calculations?  
Yes / No Explain: \_\_\_\_\_
3. Capable of informal/formal grievance hearing tracking with extraction/reporting capabilities?  
Yes / No Explain: \_\_\_\_\_
4. Ability to manage Tax Credit Properties compliance issues?  
Yes / No Explain: \_\_\_\_\_
5. Ability to manage Low-Income Housing Tax Credit tenants?  
Yes / No Explain: \_\_\_\_\_

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6. Ability to manage RAD tenants?  
Yes / No Explain: \_\_\_\_\_
7. Ability to manage Project Based Voucher tenants?  
Yes / No Explain: \_\_\_\_\_
8. Ability to manage Emergency Housing Voucher tenants?  
Yes / No Explain: \_\_\_\_\_
9. Ability to manage Section 8 Housing Choice Voucher tenants?  
Yes / No Explain: \_\_\_\_\_
10. Is there a module or application for HUD Moving to Work (MTW) Program?  
Yes / No Explain: \_\_\_\_\_
11. Is there a module or application for Family Self Sufficiency (FSS) or Multi-FSS Program? Yes / No Explain: \_\_\_\_\_
12. Is there a module or application for FSS Escrow support?  
Yes / No Explain: \_\_\_\_\_
13. Is there a module or application for State/Local (non-HUD) Voucher Programs?  
Yes / No Explain: \_\_\_\_\_
14. Is there a Master Lease Unit Module?  
Yes / No Explain: \_\_\_\_\_

**H. FISCAL**

1. Ability to pay landlords (subsidy/voucher program)?  
Yes / No Explain: \_\_\_\_\_
2. Ability to Separate Tax Credit properties and non-funded or non-Tax Credit units?  
Yes / No Explain: \_\_\_\_\_
3. System tools for Audit Tracking / Accounting / GL / VMS?  
Yes / No Explain: \_\_\_\_\_
4. General Ledger?  
Yes / No Explain: \_\_\_\_\_
5. Budgeting?  
Yes / No Explain: \_\_\_\_\_

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6. Financial Reporting?  
Yes / No Explain: \_\_\_\_\_
7. Accounts Payable?  
Yes / No Explain: \_\_\_\_\_
8. Accounts Receivable?  
Yes / No Explain: \_\_\_\_\_
9. Tenant Accounting?  
Yes / No Explain: \_\_\_\_\_
10. FSS Escrow Management?  
Yes / No Explain: \_\_\_\_\_
11. Utilities Billing System?  
Yes / No Explain: \_\_\_\_\_
12. Fixed Assets?  
Yes / No Explain: \_\_\_\_\_
13. Capital Fund Management?  
Yes / No Explain: \_\_\_\_\_
14. Grant Management?  
Yes / No Explain: \_\_\_\_\_
15. VMS Reporting?  
Yes / No Explain: \_\_\_\_\_
16. HUD's Two-Year Tool?  
Yes / No Explain: \_\_\_\_\_
17. User-friendly lookups and searches within each section?  
Yes / No Explain: \_\_\_\_\_
18. Ability to connect to multiple banks to push/pull data for check reconciliation?  
Yes / No Explain: \_\_\_\_\_
19. Ability for tenants to pay rent online with a debit/credit card?  
Yes / No Explain: \_\_\_\_\_
20. Ability to view Escrow amounts for those in the FSS program?  
Yes / No Explain: \_\_\_\_\_

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21. Is there a module for a Tenant Portal? If so, will tenants have access to account balances?

Yes / No Explain: \_\_\_\_\_

**I. PROCUREMENT, MAINTENANCE, AND INVENTORY MANAGEMENT**

1. Purchasing and Requisitioning Module?

Yes / No Explain: \_\_\_\_\_

2. Inventory Module?

Yes / No Explain: \_\_\_\_\_

3. Ability to track inventory either by location, central warehouse, property, and van?

Yes / No Explain: \_\_\_\_\_

4. Maintenance and/or Work Order Module?

Yes / No Explain: \_\_\_\_\_

5. Work Order Tracking System?

Yes / No Explain: \_\_\_\_\_

6. Preventative maintenance tracking and alerts?

Yes / No Explain: \_\_\_\_\_

7. Enter maintenance/work order requests?

Yes / No Explain: \_\_\_\_\_

8. Ability to integrate/manage mobile work orders (phone or tablet)?

Yes / No Explain: \_\_\_\_\_

**J. INSPECTIONS**

1. Ability to integrate NSPIRE and HQS Inspections?

Yes / No Explain: \_\_\_\_\_

2. Ability to upload Mobile inspections (phone or tablet) for NSPIRE and HQS?

Yes / No Explain: \_\_\_\_\_

**K. TECHNICAL ADMINISTRATION**

1. Administration of the system is easily configurable in a 'point and click' style interface?

Yes / No Explain: \_\_\_\_\_

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2. Administration can be done by internal IT Staff rather than requiring an expert consultant?  
Yes / No Explain: \_\_\_\_\_
3. Describe the system's abilities with fail-over, redundancy and disaster recovery.  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Does the system include robust fail-over capabilities, ensuring high availability and minimal downtime?  
Yes / No Explain: \_\_\_\_\_
5. Do redundancy features include real-time data replication across multiple servers?  
Yes / No Explain: \_\_\_\_\_
6. Is there a comprehensive disaster recovery plan to ensure data integrity and system functionality in case of catastrophic events?  
Yes / No Explain: \_\_\_\_\_
7. Describe the benefits and disadvantages of your on-premises solution and/or your cloud services.  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
8. Define user and group rights and privileges and security restrictions that can be placed on files and functions.  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Define granular user and group rights and privileges, allowing precise control over access to files and functions.  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. What security restrictions can be applied to ensure only authorized users can perform certain actions, enhancing data protection and compliance?  
Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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11. Does the system support Single Sign On? (Include methods)

Yes / No Explain: \_\_\_\_\_

**L. DATA PROTECTION**

1. How and where will data be stored?

Explain: \_\_\_\_\_

2. How is data encrypted?

Explain: \_\_\_\_\_

3. How is data transmitted?

Explain: \_\_\_\_\_

4. How is data protected?

Explain: \_\_\_\_\_

5. How do you manage remote access to data?

Explain: \_\_\_\_\_

6. How are authorized users and confidential data managed?

Explain: \_\_\_\_\_

7. Who owns the data?

Explain: \_\_\_\_\_

8. What happens to data if the contract ends?

Explain: \_\_\_\_\_

9. When data is deleted, is it permanently erased?

Explain: \_\_\_\_\_

10. How is data recovered in the case of loss?

Explain: \_\_\_\_\_

11. Will any third parties have access to our data?

Yes / No Explain: \_\_\_\_\_

12. What are you actively doing to prevent security breaches?

Explain: \_\_\_\_\_

13. Have you achieved any third-party security certifications? (e.g., SOC 2 Type II)

Yes / No Explain: \_\_\_\_\_

14. Do you enforce MFA for all your employees?

Yes / No Explain: \_\_\_\_\_

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15. How often do you scan for security vulnerabilities?

Explain: \_\_\_\_\_

16. How often are your systems patched/updated?

Explain: \_\_\_\_\_

17. Can you provide the results of your most recent external security audit?

Yes / No Explain: \_\_\_\_\_

18. Do you have any physical data protection measures in place?

Yes / No Explain: \_\_\_\_\_

19. Have you had any security breaches in the past?

Yes / No Explain: \_\_\_\_\_

20. How and when are cyber security incidents reported to your customers?

Explain: \_\_\_\_\_

21. Who manages your cyber security?

Explain: \_\_\_\_\_

22. Do you have disaster recovery and business continuity plans?

Yes / No Explain: \_\_\_\_\_

23. Do you carry cyber liability insurance?

Yes / No Explain: \_\_\_\_\_

**M. METHOD OF SUPPORT**

1. Describe in detail what levels of user and technical support we can expect following the completion of implementation and training.

Explain: \_\_\_\_\_

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2. How often are upgrades, updates and patches released? Are costs involved?

Explain: \_\_\_\_\_

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**N. ADDITIONAL QUESTIONS**

1. How many Housing Authorities have implemented your solution?

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. What differentiates you from your key competitors?

Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**O. COSTS**

On a separate sheet, please provide a detailed breakout of costs, including implementation, one-time costs, ongoing costs, support costs, hosting costs (if cloud-based), etc.

Include the projected costs for annual maintenance and future version upgrades. Please include a 5-year Total Cost of Ownership (TCO). Also include information about annual increases, historical and projected.

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**ATTACHMENT B**

**PROFILE OF PROPOSER'S FIRM**

(1) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

(2) Street Address, City, State, Zip: \_\_\_\_\_

(3) **Please attach a brief biography/resume of the company**, including the following information:

(a) Year Firm Established; (b) Former Name and Year Established (if applicable); (c) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

(6) Firm Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

☐ Caucasian      ☐ Public-Held      ☐ Government      ☐ Non-Profit  
American (Male)      Corporation      Agency      Organization  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

☐ Resident-      ☐ African      ☐ \*\*Native      ☐ Hispanic      ☐ Asian/Pacific      ☐ Hasidic      ☐ Asian/Indian  
Owned\*      American      American      American      American      Jew      American  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

☐ Woman-Owned      ☐ Woman-Owned      ☐ Disabled      ☐ Other (Specify):  
(MBE)      (Caucasian)      Veteran      \_\_\_\_\_  
\_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %      \_\_\_\_\_ %

WMBE Certification Number: \_\_\_\_\_

Certified by: (Agency): \_\_\_\_\_  
(Note: a certification/number not required to propose – enter if available)

(7) Federal Tax ID No.: \_\_\_\_\_

(8) County of Riverside Business License No.: \_\_\_\_\_

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(9) State of California Business Entity Number (Secretary of State): \_\_\_\_\_

(10) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(11) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Has your firm or any member of your firm been a part to litigation with a public entity?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(16) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(17) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible Firm or refused to enter into a contract after an award has been made, privately or with any government agency?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or County of Riverside or other fees?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(20) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Firm?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(22) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when and state the circumstances and any resolution of the lawsuit.

(23) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance?  
Yes ☐ No ☐ Initials \_\_\_\_\_  
If yes, when and state the circumstances and any resolution of the matter.

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(24) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Has this firm been de-designated as a developer of any government sponsored or publicly assisted project?

Yes ☐ No ☐ Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HOUSING AUTHORITY? Yes ☐ No ☐

Initials \_\_\_\_\_

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(26) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price of affiant or of any other proposer, to fix overhead, profit or cost element of said proposal price, or that of any other bidder or to secure any advantage against the HOUSING AUTHORITY or any person interested in the proposed contract; and that all statements in said bid are true.

Initials \_\_\_\_\_

(27) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HOUSING AUTHORITY discovers that any information entered herein is false, that shall entitle the HOUSING AUTHORITY to not consider nor make award or to cancel any award with the undersigned party.

Initials

\_\_\_\_\_

**FIRM'S STATEMENT**

The undersigned Firm hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if HOUSING AUTHORITY discovers that any information entered herein to be false, such shall entitle the HOUSING AUTHORITY to not consider or award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Firm is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HOUSING AUTHORITY.

Pursuant to this RFP, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the HOUSING AUTHORITY with the services described herein for the fee(s) entered.

Date: \_\_\_\_\_ Company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address: \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_ Company \_\_\_\_\_

**ATTACHMENT C**

**NON-COLLUSIVE AFFIDAVIT (Must be Notarized)**

**(behind this page)**

## NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

## OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
(Title of Person Signing)

\_\_\_\_\_  
(Signature)

## ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_)

) ss

COUNTY OF \_\_\_\_\_)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

My Commission Expires: \_\_\_\_\_



**ATTACHMENT D**

**HUD FORM 50071**

**(behind this page)**

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 1/31/2027)

Public reporting burden for this information collection is estimated to average 30 minutes,including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157.

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

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**ATTACHMENT E**

**Additional Federal Requirements**

Whereas the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

**1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60):**

The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

**2. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c:** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7:** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333):** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under

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Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

**6. Rights to Data and Copyrights:** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

**7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

**8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**9. Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**10. Drug-Free Workplace Requirements:** The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

**11. Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County/HOUSING

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AUTHORITY officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this agreement.

**12. Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**13. Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**14. Procurement of Recovered Materials (2 CFR 200.322.):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ATTACHMENT F**

**HUD 5369-C**

**(behind this page)**

**U.S. Department of Housing  
and Urban Development**  
Office of Public and Indian Housing

**Representations, Certifications,  
and Other Statements of Bidders**  
**Public and Indian Housing Programs**

# Representations, Certifications, and Other Statements of Bidders

## Public and Indian Housing Programs

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### 1. Certificate of Independent Price Determination

#### (a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[ ] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [ ] is, [ ] is not included with the bid.

### 2. Contingent Fee Representation and Agreement

#### (a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [ ] has, [ ] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.



(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

#### 4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,  
(b) Impair the bidder's objectivity in performing the contract work.  
[ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

#### 7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[ ] Black Americans	[ ] Asian Pacific Americans
[ ] Hispanic Americans	[ ] Asian Indian Americans
[ ] Native Americans	[ ] Hasidic Jewish Americans

#### 8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [ ] is, [ ] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [ ] is, [ ] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

**9. Certification of Eligibility Under the Davis-Bacon Act** (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

**10. Certification of Nonsegregated Facilities** (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

**Note:** The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

**11. Clean Air and Water Certification** (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [ ] is, [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**12. Previous Participation Certificate** (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [ ] is, [ ] is not included with the bid.

**13. Bidder's Signature**

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

\_\_\_\_\_  
(Signature and Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Address)

# Instructions to Offerors Non-Construction

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing



- 03291 -

## 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

## 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

## 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

## 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

## 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

## 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

## **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

## **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

## **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

# Certifications and Representations of Offerors

## Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **4. Organizational Conflicts of Interest Certification**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### **5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### **6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### **7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

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Signature & Date:

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Typed or Printed Name:

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Title:

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